

UNIVERSITY OF ILLINOIS
AT CHICAGO

INVENTION ASSIGNMENT AGREEMENT

THIS AGREEMENT is entered into on the date last signed below ("Effective Date") by and between Drs. Igor Roninson and Alexander A. Shtil ("INVENTORS"), residing at 225 Porth Circle, Lexington, SC 29072, USA and Mikhalkovskaya Street 1/51, #80, Moscow 125008, Russian Federation, respectively, and The Board of Trustees of the University of Illinois ("UNIVERSITY").

WHEREAS, the UNIVERSITY has proprietary rights to the invention, described in detail on Exhibit A, attached to and incorporated into this Agreement ("INVENTION"); and

WHEREAS, UNIVERSITY has determined that it is in the best interests of the parties for UNIVERSITY to assign all right, title and interest UNIVERSITY may have now in any and all patent rights to such INVENTION to the INVENTORS, subject to the rights reserved below;

NOW THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto agree as follows:

UNIVERSITY hereby assigns to INVENTORS all of UNIVERSITY's right, title and interest to all patents and patent applications covering the INVENTION, and INVENTORS agree to accept such assignment hereunder.

INVENTORS represent that each has made an inventive contribution to the INVENTION, or in the case of sole inventorship, that he/she is the only inventor of the INVENTION.

In consideration for said assignment, the INVENTORS hereby grant to the UNIVERSITY a perpetual irrevocable, non-exclusive, non-transferable, royalty-free license to use said INVENTION and any improvements thereon for research and educational purposes at UNIVERSITY.

Non-Assignment. This Agreement may not be assigned by INVENTORS without the prior written mutual consent of UNIVERSITY.

INVENTORS agree to be fully responsible for complying with all federal invention and disclosure reporting and licensing obligations which may apply with respect to the INVENTION.

The UNIVERSITY does not have any responsibility to further develop the INVENTION, and UNIVERSITY shall not be obligated to expend any additional funds, equipment, facilities or other resources. INVENTORS shall not use any UNIVERSITY funds, equipment or other resources to develop or support said INVENTION after execution of this Agreement. Any such use shall create an indebtedness of INVENTORS to UNIVERSITY compensable as a wage deduction to the extent allowed by Illinois law. Any improvements to the INVENTION using UNIVERSITY resources shall belong to the UNIVERSITY.

UIC

Illinois law shall govern this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed the same agreement. A fax or other copy (for example, pdf email attachment) of this Agreement shall be treated as an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by affixing their signatures below.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Walter K. Knorr
Walter K. Knorr, Comptroller

Date: March 19, 2014

ATTEST:

By: Susan M. Kies
Susan M. Kies, Secretary

Date: March 20, 2014

APPROVED AS TO FORM

MPM, 3-18-14
OFFICE OF UNIV. COUNSEL

INVENTORS

By: Igor Roninson
Igor Roninson, Inventor

Date: March 21, 2014

By: Alexander Shtil
Alexander A. Shtil, Inventor

Date: March 21, 2014

UIC

EXHIBIT A

- Invention Disclosure for Tech ID CP 41, entitled "Pharmacological Agents that Prevent the Induction of Multidrug Resistance (MDR1) Gene in Human Tumor Cells", disclosed 5/30/96.
- Patent Application entitled "Methods for Preventing Multidrug Resistance in Cancer Cells", Serial number 08/659,877, filed 6/07/96 (priority date 9/18/92).

UIC